

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: Fonroche Lighting America**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fonroche Lighting America, 2224 SE Loop, 820 Building C, Fort Worth, TX 76140 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is **four (4) years** from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 22, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to **three (3) additional one-year extensions** beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #041525) to Participating Entities. In-Scope solutions include:
- a) Outdoor sensors or advanced sensor-integrated luminaires intended for mounting on smart poles, capable of detecting, including but not limited to:
- i) Air quality parameters;
 - ii) Lighting levels and energy usage;
 - iii) Noise levels, including gunshot and anomaly detection;
 - iv) Pedestrian and vehicle movement and presence; and,
 - v) Weather conditions.
- b) Physical assets, poles, and mounting structures to support connected smart infrastructure systems.
- c) Network components, gateways, controllers, communication modules, or specialized platforms necessary for connectivity, remote control, monitoring, data collection, and management of smart poles and sensors.
- d) Integration or turnkey services directly related to a) – c) above, including deployment, integration as a service (IaaS), configuration, training, support, centralized data collection, and integration with existing smart city systems. Optional components may include Vehicle-to-Everything (V2X) capabilities for real-time communication with vehicles to enhance traffic flow, safety, and support autonomous systems.

Sourcewell is seeking market-ready solutions for outdoor applications. Proposers may offer software development **ONLY** as a supplemental service that supports and enhances the proven, market-ready solutions.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcwell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcwell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcwell-assigned Agreement number in the memo; and must be either mailed to Sourcwell above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions.
- 10) **Noncompliance.** Sourcwell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcwell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcwell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcwell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcwell. Such consent will not be unreasonably withheld. Sourcwell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcwell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

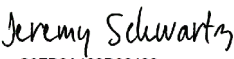
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:


C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 8/3/2025 | 11:32 AM CDT

Fonroche Lighting America

Signed by:


76383BC66E6C494...

By: _____
Hocine Benaoum
Title: CEO

Date: 8/3/2025 | 4:58 AM CDT

RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services

Vendor Details

Company Name: Fonroche Lighting America
Address: 4900 David Strickland Rd
Fort Worth, Texas 02494
Contact: anicet mabonzo
Email: a.mabonzo@fonroche.us
Phone: 316-833-0976
Fax: 316-833-0976
HST#: 834369862

Submission Details

Created On: Friday February 28, 2025 11:13:30
Submitted On: Tuesday April 15, 2025 11:06:31
Submitted By: anicet mabonzo
Email: a.mabonzo@fonroche.us
Transaction #: be4ea5ab-de86-4ed6-b6ac-939e46a7990f
Submitter's IP Address: 147.243.204.144

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Fonroche Lighting America	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NA - Fonroche Lighting America is the manufacturer and general contractor for installations.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8TZ50	*
5	Provide your NAICS code applicable to Solutions proposed.	335122, 335121, 238210, 335132, 335139, 541490	
6	Proposer Physical Address:	2224 SE Loop 820 Building C, Fort Worth, TX 76140	*
7	Proposer website address (or addresses):	https://www.fonrochesolarlighting.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Hocine Benaoum CEO 2224 SE Loop 820 Building C, Fort Worth, TX 76140 hocine.benaoum@fonroche.us 316-554-4180	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dale Curtis VP, Sales 910 Main St, Ste 248, Boise, ID 83702 dale.curtis@fonroche.us 208-484-8993	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Anicet Mabonzo Regional Sales Manager 8840 Cypress Waters Blvd, Ste 130 Coppell, TX 75019 a.mabonzo@fonroche.us 316-833-0976 Greg Petipas Operations Director 2224 SE Loop 820 Building C, Fort Worth, TX 76140 greg.petipas@fonroche.us 781-858-7234	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Fonroche was founded in 2011 in Agen France by Yan Maus. In 2015 Fonroche put to market the Power 365 Smartlight, guaranteeing 365 days of autonomy. In 2016 Fonroche completed first Superstore project. In 2018 Fonroche was awarded the World's largest solar lighting project, deploying 130,000 Smartlights to Senegal. In 2019 Fonroche Lighting America established with the acquisition of SolarOne Solutions. In 2021-2022 Fonroche Lighting America completes major projects with developers Taylor Morrison, Van Daele Homes, Metro Development, Dalkia, City of Albuquerque, installing over 1500 SmartLights in the US. In 2023 Fonroche reached 500th municipality customer, became endorsed by City of Los Angeles. In 2024 Fonroche sold 6720 Smartlights to 291 customers, comprised mostly of city and county government sales. Fonroche core values and business philosophy are based around teamwork and reliability. Fonroche CEO is a former professional rugby player and team general manager. As such, team is core to Fonroche DNA. Fonroche is making solar the new standard for street lighting. One of the core characteristics for this is reliability. Fonroche has the World's largest solar lighting test facility and 50 engineers focused on continuous improvement.	*
12	What are your company's expectations in the event of an award?	Our expectation is to promote as much procurement of Fonroche through Sourcewell as possible. This promotion will be completed through Fonroche Direct Sales Team of 18 (will double in 2025), who work with government end users every day, and through Fonroche Marketing team of 6 people, creating material and SEO optimization daily. Direct procurement by customers makes their purchasing process much easier. Sourcewell is the procurement cooperative most widely used by Fonroche government customers. Fonroche will promote Sourcewell to both existing customers and new customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial statement	*
14	What is your US market share for the Solutions that you are proposing?	Fonroche Lighting America US market share is between 40-60%. There is no other solar lighting manufacturer in the World, let alone US with Fonroche size, engineering, and capabilities. Most all other suppliers of solar lighting in the US are either: 1) a small company of +/- 10 people "bootstrapping" a configuration of off the shelf components; 2) a distributor re-packaging foreign products to distribute into the US; 3) most often a combination of 1 & 2.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share is 20-40%. Due to population quantities and solar irradiation capabilities, by far the majority of autonomous solar street lighting sales occurs in the US. As a result of this, our core focus over the past few years has been developing out the US market. We will be expanding our business development focus into Canada over the next few years, as we continue evaluating North American build out priorities.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Fonroche Lighting American has not had any bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Fonroche Lighting America (FLA) is the World's largest solar street lighting manufacturer. FLA focuses on direct sales with a direct sales team who are FLA employees. We doubled the size of the sales team last year and are doubling it again this year. We have found a direct sales team, who focuses on selling Fonroche every day, from morning to night to be the most effective way to transform the marketplace to make solar lighting the standard. Fonroche also has a few independent representatives who sell Fonroche, but 95% of Fonroche sales are through direct Fonroche employee sales efforts. Fonroche also has a direct service team. Fonroche has 8 regional service centers: Los Angeles, Phoenix, Boise, Fort Worth, San Antonio, Orlando, Atlanta, Boston. Fonroche Smartlights are engineered for maintenance free for 10+ years, so the service centers primarily facilitate smooth installations of Fonroche Smartlights.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ISO9001, Veritas, ISO14000	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Fonroche Lighting America has NOT had any debarments or suspensions for Proposer, nor any included possible Responsible Party.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	French American Innovative Company of the Year 2023, City of Tucson Community Medallion Award, Native American Construction Company.	*
21	What percentage of your sales are to the governmental sector in the past three years?	>80% of FLA sales are to the governmental sector. More specifically, FLA focuses sales efforts to Municipalities and Counties. These local and county governments are by far the largest users of outdoor lighting.	*
22	What percentage of your sales are to the education sector in the past three years?	<5% of our sales are to the education sector. Our sales to the education sector are generally to college campuses, to where new k-12 schools are being built, and to improve lighting on existing k-12 school grounds.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Fonroche Lighting America is currently on TIPS, Buy Board, NPP. 2024 cooperative procurements were through BuyBoard, amounting to \$644,185 in sales. The challenge in not putting more business through coops is we find most of our municipality customers utilize Sourcwell. These customers have been reluctant to add additional cooperatives, significantly limiting our flow of cooperative procurement business. We see Sourcwell as being a significant contributor to FLA annual sales volume, should we be successful in this RFP.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fonroche does no have any current GSA contracts, nor any SOSA's. Most of our business is through local governments, who we have found utilize GSA's less frequently in our area of focus.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Vallejo	Oscar Alcantar Public Works Director	707-648-4105	*
City of Stockton	Chad Reed Public Works Director	209-937-8302	*
City of Fullerton	Stephen Bise Public Works Director	714-738-6852	*
Hardee County	Christopher Simpson Assistant County Manager	863-773-3272	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Fonroche has a direct sales team of 18 and a marketing team of 6. We have hired a full time recruiter to hire, primarily in the areas of sales and marketing. We anticipate the sales team to increase to approximately 40-50 sales people throughout 2025. We are in the process of updating our training program associated with increasing growth rate. Following years of experience working with independent sales representation companies, distributors, and also having a direct sales team, and in part because solar lighting is not an off the shelf type of commodity, we have found a direct sales team to be much more effective than even a much larger independent representative/distributor network. The sales team works out of regional hubs, which we are growing the number of, with current ones located in Los Angeles CA, Boise ID, Phoenix AZ, Coppell TX, San Antonio TX, Atlanta GA, Orlando FL, Boston MA. Within each hub office are outside sales people, along with sales support people. This direct sales force are experts on Fonroche and are in great positions to facilitate optimal procurement paths, which purchasing through Sourcwell would be not only an easy process, but also allow for the continuation of the direct Fonroche to end user consultative buying experience. FLA focuses heavily on Local and County government business. These are the primary purchasers and users of street, parking lot, park, and trail lighting in every community.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Because Fonroche has a growing sales force, covering North America, there is less reliance on 3rd party sales channels listed on this question. With that said, Fonroche does have some distributor/reseller agreement partners. These are primarily to service local markets Fonroche is not strong in, but our partner is. With these partners, Fonroche co-invests into developing the team and the marketplace to assure "skin in the game" focus on selling Fonroche systems.	*
28	Service force.	Fonroche is working directly with 1 national contractor and multiple of local contractors (in each states) to provide the installation support for our Solar streetlights. Because our lights are low voltage, installation is usually done by landscape or electrical companies	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our ordering process is to receive a purchase order (PO) for quoted material, or for the customer to sign the FLA quote in absence of official customer PO process. The quote and PO can be completed with all required Sourcwell documentation.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer sends request to support@fonroche.us (D day). Support will analyze and transfer to the associated department same day (D day). Associated service will send replacement part (D day +1). Fonroche Customer Service will organize a pick up of failed part to be sent to Fonroche for analysis (D day +3). Quality department will open a quality tool to define action plan to eliminate the nonconformity in the future (D day +30).	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Fonroche Lighting America has full ability and complete willingness to provide our products and services to all participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Fonroche Lighting America has full ability and complete willingness to provide our products and services to all participating entities in the Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are NO areas we will not be able to fully service through this proposed agreement	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are NO account types from any Participating Entity that will not have full access to all Fonroche solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific business related requirement, nor any restrictions in servicing Hawaii, Alaska, or US Territories. The only restriction in Alaska is a technical one, related to how much solar irradiation occurs in the winter months - from a solar irradiance standpoint, Alaska is more restrictive than Arizona in system sizing capabilities.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Fonroche will extend terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Fonroche Lighting America targets local government and adjacent segments including School Districts, Retailers, Transportation and Federal Agencies. Email: Fonroche Lighting maintains a contact database of around 10,000 contacts, including customers, prospects, resellers and industry experts. Fonroche will send an initial email announcement with automated follow- and two additional rounds per year Email to purchased list of local governments with a population of greater than 250,000. Website: Fonroche Lighting will provide a reciprocal link on three website pages, including FonrocheSolarLighting.com, FonrocheSolarLighting.com/commercial-solar-lighting/,FonrocheSolarLighting/how-to-buy/. Article: Fonroche Lighting will publish an article about its relationship with Sourcewell and the benefits of buying through Sourcewell. Social Media: LinkedIn, Facebook and Instagram posts will support website announcement. Reminder posts will be timed with second and third round email blasts. Printed and Interactive Collateral: Sourcewell's logo will be featured on printed /interactive brochures. Tradeshows: Fonroche Lighting will exhibit at 17 local government and public works events in 2025. Exhibits will include a Sourcewell table display with a QR Code link. Distribution of material provided by Sourcewell is available as well.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fonroche Lighting integrates and measures its lead generation and opportunity activities using Salesforce.com. We also use Lead Forensics to track metadata, alert sales reps to active website visitors, and to link website visits to outbound marketing activities such as tradeshows.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell's role in promoting agreements arising out of this RFP is to provide brand guidelines and key messaging, as well as to amplify success stories and case studies provided by Fonroche Lighting. These materials will also be used by our sales team to encourage utilization of Sourcewell's services. To facilitate participation, the sales team will have access to customized price lists and quotation tools within Salesforce.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our solutions are not available via e-procurement.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Fonroche systems are largely plug-n-play for customers. With that said, Fonroche has an installation support team to make sure installations go perfectly. We have an installation support manager who handles pre-installation coordination with local contractors to make sure everything is well understood and lined out prior to installation. In addition to that, for larger projects and strategic customers, we send an installation support team to help facilitate a smooth installation - typically this entails pre-assembling the smart lights on-site to then be hoisted and placed on the poles. We also have an installation manual sent out on every project. Fonroche does not charge for installation support and training. Our strategy is we are in this for the long term and it is important for us to build rapport and trust with customers to make it easy to buy, easy to install, easy to use.
42	Describe any technological advances that your proposed solution(s) offer.	Fonroche is the only manufacturer in the World to use Nickel Metal Hydride Batteries (NiMH). The technological advancement of this is NiMH is the most robust battery type, operating well in both hot and cold climates, with a lifespan of 10-12 years. Conversely lithium battery technology has similar life, but lithium does not perform well in hot, nor cold climates. The reason Fonroche is the only manufacturer able to manage correctly the two types of batteries due to a very good battery system management
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	We are using AI to anticipate weather in order to build algorithms that are aligned with weather data over the last 10 years. With AI, we can anticipate weather and discharge.

44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	1. 100% Solar-Powered Streetlighting Initiative: All Fonroche streetlights are powered by solar energy, removing dependence on fossil fuels and lowering greenhouse gas emissions. Impact: Saves thousands of kilowatt-hours annually per installation. Certifying Agency: Solar Rating & Certification Corporation (SRCC) – Compliance with solar performance standards. 2. Off-Grid Infrastructure Development Initiative: Our solutions do not require trenching, cabling, or connection to the grid, which helps preserve natural landscapes and reduce construction-related emissions. Impact: Lowers installation footprint and protects green spaces. Certifying Agency: Environmental Protection Agency (EPA) – Indirectly aligns with EPA guidelines for sustainable development. 3. Recyclable and Sustainable Components Initiative: Fonroche lights use recyclable materials such as aluminum poles and LiFePO4 batteries, which are longer-lasting and less toxic than traditional battery chemistries. Impact: Promotes a circular economy and minimizes waste. 4. Smart Energy Management System (EMS) Initiative: Each unit is equipped with an EMS that optimizes battery usage and adapts lighting profiles to reduce energy consumption. Impact: Extends battery life and ensures efficient solar usage.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	CRITICAL REVIEW ATTESTATION bureau Veritas Life cycle assessment (LCA) of Smartlight 365, September 2024 version Dark Sky Compliant	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Fonroche delivers a complete, integrated solar streetlight system—including a powerful battery, high-efficiency solar panel, and smart energy management system No trenching. No wiring. No grid. This means significant cost savings and faster deployment, especially attractive for public agencies with tight budgets and timelines. 2. Industry-Leading Battery Technology Our proprietary NiMH energy storage is unmatched in lifespan (up to 10 years), temperature resistance (-40°F to 140°F), and nighttime reliability.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	N/A	*
48		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
49		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
50		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
51		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
53		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
54		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
55		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	We are flexible on payment terms, depending on credit worthiness of buyer. We do a credit check on all buyers, generally through Coface. Depending on credit worthiness, payment terms are net 30 days from shipment to a partial down payment, to full payment prior to shipment.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Fonroche has financing options for customers. Generally this is for large volume procurement to a city. The way it works is the city pays a monthly per light fee for 15 years and then they own the infrastructure. During this period, Fonroche takes care of 100% of the maintenance of the agency lighting.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Order Form – Summarizes product details, pricing, quantities, delivery timelines, and reference to the governing agreement. Terms and Conditions – Our standard T&Cs cover warranty, payment terms, delivery obligations, risk of loss, limitations of liability, and dispute resolution.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-card procurement. We have our own credit card service we run through. Generally we find our customers are not wanting to use P-card procurement, which is the main reason we do not offer it. Primarily payments are made through ACH transfer.	*

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Model: Line item discount Provide detailed pricing data: Price list will be attached in the proposal. It will include the 2% discount for Sourcewell members	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Yes, pricing in bid reflects discounted pricing, lower than currently increasing price. Current price increase in progress will be an increase of 5-10%	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Fonroche pricing are based on volume. Price range is: 1 to 5 ;5 to 11; 11 to 31	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	To facilitate "sourced" products or related services Fonroche team will supply a quote for each request.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None, all cost of acquisition will be include	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight of Fonroche Solar Lights are done from Fonroche factory and realize on a flat bed truck. Because of this the shipping price will be update for each proposal. Shipping price are based on quantity. Minimum shipping price (one unit) for a delivery on the mainland is 2000 USD	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight of Fonroche Solar Lights are done from Fonroche factory and realize on a flat bed truck. Because of this the shipping price will be update for each proposal. Shipping price are based on quantity. Minimum shipping quantity is one unit, for Alaska, Hawaii, Canada, or any offshore delivery Fonroche will provide a shipping price; Brokage cost will be the customer responsibility	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fonroche is able to deliver 50-80 lights with an expedite LT of 2-3 weeks	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Self-Audit and Compliance Verification Process Fonroche Lighting America is committed to full transparency and compliance with the terms of any awarded agreement with Sourcewell. To ensure Participating Entities receive proper contract pricing and program benefits, we will implement the following self-audit process: 1-Centralized Quoting System All quotes issued to Sourcewell Participating Entities will be generated and tracked through a centralized CRM and quoting platform. This ensures pricing is consistent, current, and reflects contract terms. 2-Sales Team Training All sales representatives will receive regular training and refresher sessions on Sourcewell pricing structure and compliance requirements. Sales leadership will oversee adherence to these guidelines. 3-Documentation and Reporting A record of all Sourcewell transactions will be maintained and made available for review upon request. If discrepancies are discovered, we will promptly notify Sourcewell and take corrective action.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	1-extract of CRM to find how many projects close with contract sourcewell. This will be done once a month by the manager in charge of paying the 2% commission to Sourcewell	*

70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%, which is consistent with other purchasing cooperatives	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. Fonroche will always make sure to propose the same price or lower price to the Sourcewell members	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Tables 7A through 7E)

Line Item	Question	Response *	
72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	Fonroche Lighting America offers comprehensive solar streetlighting solutions designed to meet the needs of municipalities, counties, DOTs, and other public agencies. Our proposal includes the following: 1- Solar Streetlighting Systems Our systems are not all-in-one units. Instead, they are modular, with each component designed and mounted separately for maximum performance and durability. Each system includes: • Solar Panel Assembly: Mounted at the top of the pole for optimal sun exposure. High-efficiency monocrystalline panels are sized to meet site-specific energy needs. • Energy Storage: Nickel or Lithium • Smart Controller: Installed in the pole or cabinet, our proprietary controller manages charging, lighting profiles, and system health. • LED Fixture (Luminaire): High-efficiency, dark-sky compliant LEDs available in multiple wattages and light distributions. Fixtures are chosen based on application (roadway, pathway, area lighting). • Pole & Mounting Options: Includes standard and decorative poles, with various foundation options (embedded or anchor base). All systems are warranty 8 years 100% and will work for 10-12 years with no maintenance, 2 - Decorative and Custom Lighting Solutions To meet architectural or community aesthetics, we offer: • Ornamental poles (Belle Epoque, Opera, New Art, Bollard, Crystal bulbs) • Decorative arms and fixture styles • Color-matched components for seamless integration in parks, campuses, or historic districts 3- Engineering and Project Design Support Our technical team provides: • Site-specific system sizing using internal calculation sheet and battery system management • Photometric studies • Layout plans and installation drawings • Submittals and technical documentation 4 - Installation Services (Optional) While many clients install the systems with their own crews, we also offer: • Turnkey installation services via local or national installers • On-site commissioning • Training for customer staff and ongoing support 5- After-Sales Support & Warranty • 8-Year Full-System Warranty • Free Remote Monitoring (on the streetlights) • Technical Support via phone, email, and field visits	*

73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*
74	Describe how your solutions ensure data privacy, security, and compliance.	Fonroche Lighting America designs its solar lighting systems with privacy and data security at the core. Our systems are built for performance and reliability—not for data harvesting—and we follow strict protocols to ensure all collected data is handled responsibly. No Collection of Personal Data Our systems do not collect or process any personal or user-identifiable information. The only data gathered is operational, including: Battery status Solar charging performance Lighting schedules System health and fault detection This information is used exclusively for system performance monitoring and maintenance. Compliance and Best Practices While personal data is not collected, Fonroche aligns with industry best practices for data protection: Minimal and purpose-driven data collection Secure storage and transmission of operational data Transparency with customers regarding the type and use of system data	*
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	Easy retrofit kit made specifically for an integration with existing poles and mounting structures (where applicable) Standards-Based Components; Compatibility with common pole types and mounting hardware ; Smooth and easy integration into public infrastructure projects Remote Monitoring Compatibility :	*

Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Using the comments text box, answer the questions below if your proposal is offering **Outdoor Sensors or Advanced Sensor-Integrated Luminaires**.

☒ We will not be submitting for Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Line Item	Category or Type	Comments *	
76	Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems.		*
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.		*
78	If applicable, describe how your proposed solution(s) ensure Zhaga compliance for the integration of LED modules, sensors, or communication devices to facilitate easy upgrades and interoperability.		*

Table 7C: Physical Assets, Poles, and Mounting Structures

Using the comments text box, answer the questions below if your proposal is offering **Physical Assets, Poles, and Mounting Structures**.

☐ We will not be submitting for Table 7C: Physical Assets, Poles, and Mounting Structures

Line Item	Category or Type	Comments *
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	1 Engineered for Harsh Environments Our mounting structures are designed to withstand the most demanding conditions: • Wind Load Compliance: Poles and mounting assemblies are engineered to meet or exceed local wind load requirements, often up to 120+ mph as per US guidelines. • Corrosion Resistance: All steel components are hot-dip galvanized or powder-coated to resist corrosion, making them suitable for coastal, humid, or snow-prone environments. • Temperature Tolerance: System components operate reliably in a wide temperature range -40F to 158F, with batteries and enclosures rated for both hot and cold climates. 2 Modular and Adaptable Pole Design Fonroche offers a range of pole types to adapt to local installation requirements: • Embedded or anchor-base options or retrofit kit with a custom base • Heights and finishes suitable for urban, rural, or decorative applications 3. Adjustable Solar Panel Mounts Solar panel brackets are: • Tilt-adjustable to optimize solar exposure based on geographic location • Arm adjustable to optimize the uniformity of the light on the ground when necessary. 5. Proven Track Record Fonroche systems are installed in over 48 states in the US,across deserts, coastlines, islands, and freezing zones—each installation leveraging site-specific mounting and system adjustments for long-term resilience. Our solar lighting solutions are not only built to last—they're built to adapt. Regardless of terrain, climate, or urban setting, Fonroche delivers infrastructure that's field-proven, secure, and built for decades of reliable operation.

Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Using the comments text box, answer the questions below if your proposal is offering **Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms**.

☐ We will not be submitting for Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Line Item	Category or Type	Comments *
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80	Describe what redundancy features are built into your network components to ensure continuous operation.	Redundancy Features for Continuous Operation Fonroche Lighting America's solar lighting systems are designed with built-in resilience and autonomous operation, eliminating dependency on external power or centralized networks. While our systems are typically standalone, they include several key features that act internal redundancy measures to ensure continuous, uninterrupted operation. 1. Independent Operation of Each Unit Each solar light functions as a fully independent unit with its own solar panel, battery, controller, and light fixture. This design means: • No single point of failure—example if one light goes offline due to a crash, others remain fully operational to assure safety in the street. • No need for centralized network control or grid power to function. 2. Battery Size up for the location & Fonroche Battery management system Our systems are engineered with built-in energy autonomy, providing 365 nights of light for 10-12 years: • Ensures operation through multiple days of low solar input (e.g., storms, snow, or smoke). • Prevents outages caused by temporary environmental conditions with a Fonroche Battery management system developed specifically to assure reliability in the worst-case scenario. 3. Passive Thermal Management Battery enclosures are ground-mounted and ventilated to: • Prevent overheating in hot climates • Improve battery longevity and avoid thermal-related system failures 4. Optional Remote Monitoring For customers who opt for connected systems, our monitoring platform allows: • Real-time health checks • Early detection of faults or performance drops • Proactive maintenance before system failure	*
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	FONROCHE CONNECT Features for Monitoring, Controlling, and Managing Smart Infrastructure Assets Fonroche Lighting America provides a smart, optional monitoring platform designed to help asset owners and facility managers track system performance, diagnose issues remotely, and optimize lighting operations. While not all projects require connected systems, we offer Fonroche connect features for those who do. 1. Real-Time System Monitoring Our platform enables users to view: • Battery state of charge • Solar panel energy production • Load (lighting) status • Control performance metrics • Alerts for faults or anomalies (e.g., abnormal discharge, panel obstruction, battery aging) 2. Remote Lighting Control Authorized users can remotely: • Modify lighting profiles (on/off times, dimming schedules) • Adjust brightness levels based on time of day or season • Activate or deactivate specific units for events 3. System Management Dashboard The web-based dashboard provides: • Map-based visualization of all installed systems • Easy-to-read performance graphs • Custom reporting features for compliance or internal tracking 4. Predictive Maintenance Tools Using performance trends, the system can: • Notify teams of potential failures before outages occur • Suggest battery replacements or system checks 5. User Access Management • Multiple levels of access (admin, service technician, viewer) • Secure login with role-based controls • Audit trails for system changes and user actions	*
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	N/A	*

Table 7E: Integration with Turnkey Services

Using the comments text box, answer the questions below if your proposal is offering **Integration with Turnkey Services**.

☐ We will not be submitting for Table 7E: Integration with Turnkey Services

Line Item	Category or Type	Comments *
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	Fonroche Lighting America provides a range of flexible service levels to meet the diverse needs of public agencies, municipalities, and private partners. We support projects from basic product supply to full turnkey solutions.
84	Describe your proposed maintenance plans and schedules. Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities. Include pricing for such maintenance in your proposal.	No maintenance require for 10-12 years, any maintenance due to system will be handle by Fonroche 1. Technology/Infrastructure Only We supply high-performance, off-grid solar lighting systems including: • Solar panels, batteries, controllers, poles, and fixtures • Engineering documentation and installation guidelines • Photometric studies and layout recommendations This level is ideal for customers who prefer to handle installation through their own contractors. 2. Assisted Installation / Partial Turnkey In this model, Fonroche provides: • Site-specific system configuration • On-site supervision or installation training • Coordination with the customer's chosen installer • Optional system commissioning and final inspection This level balances flexibility with support, especially for first-time solar lighting customers. 3. Full Turnkey Service (where available) Fonroche or its authorized partners manage the entire project, including: • Site assessment and engineering • Permitting support (if required) • Delivery, installation, and commissioning • Post-installation monitoring setup and support • Ongoing warranty and maintenance services 4. Ongoing Support & Monitoring (Optional) All service levels can be paired with: • Remote performance monitoring • Technical support and training
85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	Site Assessment & Engineering Design Fonroche conducted a photometric study and site analysis. System sizing was customized for each location based on lighting needs, solar exposure, and autonomy requirements. Product Delivery Complete systems (solar panels, batteries, poles, and LED fixtures) were shipped directly to the city's public works department. Installation Coordination Fonroche provided installation training and support to the city's selected local contractor. Technical documents and mounting instructions ensured correct setup. Commissioning & Quality Check Fonroche personnel visited the site for system verification and commissioning. Each light was tested for functionality, proper orientation, and performance metrics. Post-Installation Support The city was provided access to optional monitoring tools and a point of contact for warranty support.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell CoopProductCatalog 2025.pdf - Tuesday April 15, 2025 11:00:50
 - [Financial Strength and Stability](#) - Fonroche Lighting America - 2023 Financial Statements def.pdf - Tuesday April 15, 2025 11:01:04
 - [Marketing Plan/Samples](#) - FONROCHE MARKETING PLAN SOURCEWELL.pdf - Tuesday April 15, 2025 11:01:17
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Sample.pdf - Tuesday April 15, 2025 11:01:40
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Fixtures info 2025 - 1.pdf - Tuesday April 15, 2025 11:02:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dale Curtis, VP, Sales, Fonroche Lighting America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Smart_Infrastructure_RFP041525 Fri April 4 2025 03:43 PM	☒	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	☒	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	☒	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	☒	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	☒	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	☒	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	☒	1